App. F. IX-4

Previous References.

1943-44 War)

W File No. 192-43
Serial Nos. 1 & 2.

Later References.

(12)

GENERAL AND REVENUE SECRETARIAT

Serial Nos. Two only.

Part B for February-1944.

SUBJECT

M/s. R. Sukromadas, Ltd., lessees of Doddanna Hatti Beity, praying for the extension of the period of lease in their favour.

P.N. Krishnan
17.4.44.

1567
1W

Continuation Sheet.

W File No. / Current No. 192

of 43-44

Page

Dobsons Hall Bingham
Town Rule 81(2)bb & Defence
Works Rule

Petition of 22nd Nov. 63 praying that the Lease
in favour of Richards Ltd of Dobsons Hall
may be extended for such reasonable period as
thought fit and in the interest thereof enclosed.

The Town Rent Control Order, as it
does not apply to Non-Residential buildings.
The question of declaring Non-Residential buildings
as in the Act of 1957 is under consideration. Powers have
been delegated to the DC under Rule 81. Before the DC
may consider the application on its merits under Rule
81 2bb. Obtain for orders.

(AS
23/2
DC)

In this connection
reference is invited to the
above of the DO's letter of 25.2.63
explaining the scope of
control as far as non-
residential accommodation
is concerned. (Vide Serial 4 of
the letter). From the terms of
the letter it is doubtful if
the DC is competent to intervene in
a case like this in which
the purpose for which the
building is put cannot be
considered to be essential to the
life of the community.

Shall we Rev
draw up.

3/1/64

tinuation Sheet. 1565/ File No. / Current No. 4894 3/47 of 8 Page.

Building holding a

A Cinema Show for members used for the relaxation of the military, may be brought under the scope of the control Order - but not all buildings. Each case has to be viewed on its own merits, & parties are in May x

Chief Secretary) 3
4/1/44

I think the petitioners may be informed that they may approach the Dy Comr (who is empowered to act under Rule 81 D.O.I. Rules) in the matter.

Min Edn
& Min Rx

WO
10/1/44

This Law Suit

the Govt cannot interfere as the D.R.C. Orders now in force apply only to residential houses

Com
10-1-44

12/1/44

WO
10/1/44

Sorted with a draft.

WD 1140 GPB—50,000—5-11-42

Draft Govt order for above as above order. The petition is made under Sec 8(1)(a)(b) under which Govt can transfer from order the jurisdiction of the D.C. & the Govt is competent

Ln
19/1

Addl Secy to Govt
Law Dept

Law
19-1-44

SECY. LAW DEPT. GOVT OF MYSORE
6250 - HY.
10

WG
20/1/44

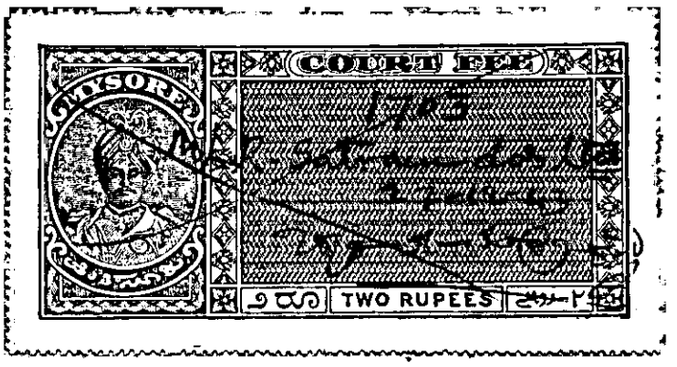
L L

TYP
20 JAN. 1944
GEN. & REV. SECTT.

2 Issued Memo No. W 1603 dt 20-1-44 to M/s. R. Subramdas Lt Bldg
" Memo No. W 1604 " D.C. Bldg.

BZ

W 192-43-1
1565
W



BEFORE THE GOVERNMENT OF HIS HIGHNESS

THE MAHARAJA OF MYSORE,

BANGALORE.

Petitioners:- R. Sutramdas, Limited, Lessees of
Doddanna Hall, Bangalore City,
represented by the Governing Director
R. Sutramdas.

Vs.

Respondents:- The Chairman, S. L. N. Charities,
Doddanna Hall, Bangalore City.

UNDER RULE 81 2 (bb) of the Defence of India Rules.

The petitioners most respectfully beg to state as follows:-

1. That the petitioners, the abovenamed R. Sutramdas Limited, are the lessees of the Cinema Hall known as doddanna Hall and appurtinent offices and grounds belonging to the S.L.N.Charities since about twelve years.

2. That the present lease in favour of the petitioners expires by the end of December 1943 and the chairman of the charities had called for tenders for the lease of the Theatre for the period commencing from 1-1-1944.

3. There were several offers and the petitioner also

also applied for the extension of the lease in their favour and had stated in their tender that they would be prepared to pay a rent of Rupees 800-0-0 per month and had left the discretion to fix any higher rent to the chairman. The petitioner had definitely stated that " if the committee feel that our offer is not reasonable we leave the matter entirely to their discretion to fix up a reasonable rent".

4. That on the last occasion when tenders were called for the petitioners had similarly left the matter to the discretion of the chairman and the petitioners were asked if they were prepared to pay a higher rent as fixed by the chairman. The petitioners agreed to the rent proposed by the chairman and the lease was continued in favour of the petitioners irrespective of other tenders.

5. In the tenders called for during June 1943 the petitioners were willing to pay any reasonable rent that might be fixed by the committee or the chairman.

6. The petitioners had also offered to advance money without interest for putting up a balcony inside the Hall to increase the seating capacity of the Theatre and to bring it into a line with the other theatres recently built in Bangalore and also

and also agreed to forego a percentage of the investment for using the said balcony.

7. Without having any regard to our representations the committee accepted the tender of Messrs. Ratilal Brothers at a rent of Rs.1001-0-0 for a period of five years with an option of a further two years.

8. The petitioners submit that the said tender was not the highest tender but the same was accepted as one of the trustees was interested in the said lease in partnership with the said Ratilal Brothers.

9. The petitioners when they learnt of this offered to pay the same rent and on the same terms that their offer was not accepted and on the other hand the lease in favour of Ratilal Brothers was accepted with undue haste.

10. The petitioners requested that they might be permitted to remain in possession for two years on reasonable terms and to get over the difficulty in obtaining suitable accommodation even for storing the furniture, machinery. Even this was refused.

11. The petitioners submit that they have invested a large sum of money on the premises and recently got the entire wiring and other fixtures renovated and improved by paying very heavy prices. The petitioners have also invested over Rs.50,000-0-0 on machinery

machinery, furniture and fittings and if the lease is not renewed all this will become useless and it will be a needless waste of money and material in these hard times.

12. The petitioners beg leave to submit that owing to the construction of several up-to-date theatres in the City they have sufferred terrible losses throughout the greater period of 12 years and it is only redently owing to war conditions the Theatre is able to make both ends meet.

13. The petitioners further submit that by the renewal of the lease in their favour, no prejudice or harm is done as the said Ratilal Brothers have been aware of these circumstances and of the petitioners' right to get the lease continued in their favour and have given a written undertaking to the charities exhonerating the charities from liability in the event of their being unable to act up to the terms of the lease.

14. The petitioners submit that under the recent rules framed by the Government regulating the management of the charities the committee are empowered to grant a lease not exceeding one year.

15. The petitioners for the above reasons respectfully submit that the eviction of the petitioners is

petitioners is very unreasonable and is bordering on vindictiveness and is liable to be relieved against.

16. The petitioners have made their representations to the Government, Muzrai Commissioner and to your Honour by petition dated 8-11-1943 setting forth the several reasons and circumstances for the arbitrary and peremtory refusal of the chairman, S.L.N.Charities to extend the lease in favour of the petitioners.

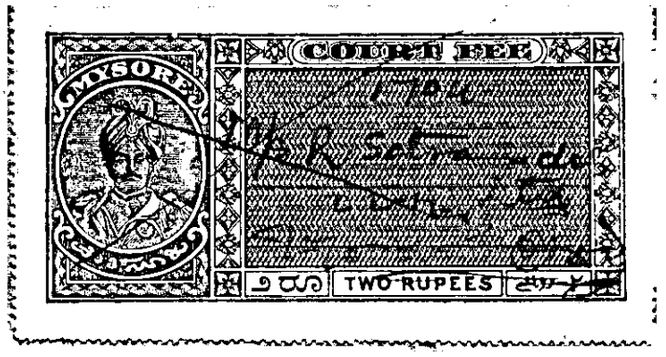
17. That Rule 81 (bb) provides for the rules being made applicable to non residential premises also under which the petitioners would acquire a right for extension of the tenancy as a matter of course.

18. The petitioners submit that in view of the existing provisions of Rule 81 2(bb) the S. L. N. Charities could not validly and legally terminate the tenancy of the petitioners and their action contravene the letter and spirit of the said provisions of the Defence of India Rules.

Wherefore the petitioners pray that the lease in their favour be extended by such reasonable period as your Honour thinks fit under the circumstances on such terms as to your Honour might seem just and reasonable and prevent their unreasonable eviction.

Bangalore,
D/ 11 -12-1943.

Petitioners.



In the Court of the
Before the Govt of H. H. the Maharaja of Mysore

Bangalore

Suit No. of 194 ,- 194 .

~~Plaintiff~~ / Appellant
Petitioner / Complainant

Defendant / Respondent
Counter Petitioner / Accused

K. Subramanya BA
by Governing Director
R. Subramanya

VS

The Chairman
S. N. M. Chavadi.

I the Petitioner do hereby appoint and retain Mr. K. Ramakrishnaiya BA LLB Advocate 66 Bale, Bangalore to appear for me in the above suit / Original / Miscellaneous petition and to conduct and prosecute (or defend) the same and all proceedings that may be taken in respect of any application for execution of any decree or order passed therein. I empower my Advocate to appear in all miscellaneous proceedings in the above suit or matter till all decrees or orders are fully satisfied or adjusted and to obtain the return of documents and draw any money that might be payable to me in the above suit or matter.

Subramanya

Accepted
Ramakrishnaiya

ADVOCATE,
Bangalore City,

Dated 22.12.1943

Personally known to me and signed in my presence.

Ramakrishnaiya

Sold by:—M. S. RANGAPPA, GOVT. BOOKS SELLING AGENT
ARCOT SRINIVASACHAR STREET BANGALORE CITY.

Appendix F. G.—1]

SUBJECT.....

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Section War

File No. 192-43

Serial No. 2.

Diary No. of letter replied to 1565/W

No. W1603

To Messrs. R. Sutherlands Ltd
Lessees of Dodanwa Hall Blw

Endorsement

General and Revenue Secretariat

( )

the *194* .

Date of issue 20.1.44

Signed by..... Mg. S.K.V.

With refce to their petition
& 22nd Dec. 43 Under Rule 81 2 (b)(i)
of the Defence (Control) Rules. praying
for the exclusion of the lease of the
Dodanwa Hall by such period as
may seem fit M/s
Sutherlands Ltd are informed ~~that~~
~~they may approach the D C Blwe~~
~~who is empowered to exercise the~~
~~powers under Rule 81 of the Defence~~
~~(Control) Rules in the Matter. They~~
~~are also informed~~ that the Hon
Rt Colonial Offr Now in force in

List of enclosures.....

Codied by.....

Examined by.....

Myrore applies only to Residential houses.

B. O.
UQ
20/1/41
Law Clerk to Mr Gale

Memo. No. W. 1604.
Copy to Dr Blow

SECRET.
PRIORITY.

No.5-DC(11)/43.
GOVERNMENT OF INDIA.
DEFENCE DEPARTMENT.
New Delhi, the 26th February 1943.

To

All Chief Secretaries (except Bombay and Punjab).
The Home Secretary to the Government of Bombay.
The Joint Secretary to the Government of Punjab, Home Department.
All Chief Commissioners (except Andaman and Nicobar Islands).

Subject:- Amendment of rule 81 of the Defence of India Rules so as to provide for the control of rent of any premises.

It has been suggested that powers may be taken in the Defence of India Rules so as to provide for the control of rent of shops, banks, stables, cattle sheds, garages etc. The Government of India agree that this may be necessary and consider that the best solution would be to take powers under rule 81 to control the rent of any premises, leaving it to the discretion of the order-making authority whether the object of any order which he might make could be related to any of the purposes specified in sub-rule (2) of rule 81. They will accordingly publish the enclosed notification in the Gazette of India dated the 27th February 1943.

2. The amendment will come into force from the 15th March 1943. The object of this delay is to enable persons to whom powers under clause (ba) of sub-rule (2) may have been delegated to be appraised of the change.

3. It will be observed that the proposed amendment provides that any action taken under or in relation to clause (ba) of sub-rule (2) of rule 81, before the date on which the amendment comes into force, shall be deemed to have been taken under or in relation to clause (bb) of that sub-rule as now amended. It also provides for the omission of clause (ba). The effect of this is as follows:-

(a) any orders already made under clause (ba) will continue to have effect as if made under clause (bb) as now amended;

(b) any delegation of powers made in relation to that clause, either specifically or with other clauses in sub-rule (2), will continue to have effect as if they were delegations under clause (bb) as now amended in respect of the powers delegated under the clause (ba).

Persons to whom powers under the old clauses (ba) and (bb) have been delegated would therefore continue to possess exactly the same powers without its being necessary to make any fresh delegation. It is however suggested that where necessary Provincial Governments should consider making fresh delegation of powers with reference to the amended clause (bb).

4. It is also desired to point out with reference to paragraph 1 above that in deciding whether a relevant purpose was involved or no in making an order under the amended sub-rule, it would generally speaking be necessary to think not in terms of categories such as banks but of particular individual banks. In an individual Ca e.g., a bank situated near a military centre it might be essential t a war purpose that a banker should not be evicted from his premises or forced to leave the same by an unconscionable enhancement of rent but it would clearly be impossible to affirm any such proposition with reference to banks at large. So far as shops are concerned, the criterion generally applicable should be as to whether the shops in question were such in which articles essential to the life of the community were being sold. Similarly in the case of stables, cattle sheds etc., it would be desirable to consider whether a rise in the rent thereof would adversely effect the price of an essential article of diet such as milk.

Sd/-L.J.D. Wakely
Deputy Secretary to the Govt. of India.

/copy/

GAZETTE OF INDIA.
GOVERNMENT OF INDIA.
DEFENCE DEPARTMENT.

New Delhi, the 27th February 1943.

NOTIFICATION.

No.5-DC(11)/43.- In exercise of the powers conferred by section 2 of the Defence of India Act, 1939 (XXXV of 1939), the Central Government is pleased to direct that with effect from the 15th March, 1943, the following further amendments shall be made in the Defence of India Rules, namely:-

In rule 81 of the said Rules,-

(i) in sub-rule (2), clause (ba) shall be omitted, and in clause (bb), for the words "in any area of residential accommodation" the words "of any accommodation or class of accommodation, whether residential or non-residential", shall be substituted;

(ii) after sub-rule (2), the following sub-rule shall be inserted, namely:-

"(2A) Any orders made, and any action taken, under or in relation to clause (ba) of sub-rule (2) before the 15th March, 1943 shall be deemed to have been taken under or in relation to clause (bb) of that sub-rule as amended with effect from that date".

C. MacI.G.Ogilvie,
Secretary to the Government of India.